ETAS ID: TM383402

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Craft International, LLC		09/21/2015	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Loyalty Bound LLC	
Street Address:	P. O. Box 1337	
City:	Midlothian	
State/Country:	TEXAS	
Postal Code:	76065	
Entity Type:	Limited Liability Company: TEXAS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4702797	CRAFT

CORRESPONDENCE DATA

Fax Number: 2142388401

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2142388400

Email: docketing@griffithbates.com

Correspondent Name: Scott L. Harper

Address Line 1: 5910 N. Central Expressway

Address Line 2: Suite 1050

Address Line 4: Dallas, TEXAS 75206

NAME OF SUBMITTER:	Scott L. Harper
SIGNATURE:	/scott I. harper/
DATE SIGNED:	05/06/2016

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into and effective as of the date last signed below (the "Effective Date"), by and between Loyalty Bound LLC ("Assignee"), and Craft International, LLC ("Assignor") (the "Parties").

WHEREAS, Assignor currently owns the original artwork and associated registered Service Mark set forth on Exhibit A (collectively the "Mark");

WHEREAS, Assignor has agreed to transfer and assign all intellectual property rights, including its copyright and trademark rights in the Mark to Assignee, and Assignee has agreed to accept such transfer and assignment.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in the Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Mark, together with the goodwill of the business associated therewith and which is symbolized thereby, all proprietary rights therein, including, without limitation, all copyrights, trademarks, design patents, trade secret rights, moral rights, and all contract and licensing rights, and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. In the event Assignor has any right in the Mark that cannot be assigned, Assignor agrees to waive enforcement worldwide of such right against Assignee, its distributors, and customers or, if necessary, exclusively license such right worldwide to Assignee, with the right to sublicense, and all rights to sue for infringement of the Mark arising subsequent to the date of this Agreement, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had the parties not entered into this Agreement.
- 2. <u>Cooperation and Further Assurances</u>. Assignor and Assignee hereby agree to cooperate with each other in good faith and in all reasonable respects in connection with the assignment, sale, transfer, conveyance, and grant of all of Assignor's right, title, benefit, privileges, and interest in and to the Mark, and each party hereto further agrees to execute and/or file any and all additional documents and take all such further actions as shall be reasonably necessary to effect such assignment, sale, transfer, conveyance, and grant and the terms and conditions of this Agreement.
- 3. <u>Release.</u> Assignee hereby releases and discharges Assignor and its parents, affiliates, successors, assigns, subsidiaries, divisions, agents, insurers, partners, joint venturers, licensees, grantees, customers, and all of their respective officers, directors, shareholders, employees, agents, contractors, and attorneys ("Assignor Releasees") from any and all liability for

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claims, rights, debts, accounts, demands, liabilities, causes of actions, and lawsuits, in law or equity of every kind and nature that Assignee or its successors, assigns, agents, insurers, partners, joint venturers, licensees, grantees, customers, and all of their respective officers, directors, shareholders, employees, agents, contractors, and attorneys, have or ever had against Assignor Releasees relating to or arising from the use of the Mark or the sale or licensing of the Mark through the Effective Date.

4. <u>Warranty and Indemnity</u>. Assignor expressly represents and warrants that it is the owner of the Mark and that it has not assigned, transferred or otherwise disposed of the Mark in any way prior to the Effective Date of this Agreement. Assignor agrees to indemnify Assignee against any and all claims of ownership related to the Mark.

Miscellaneous.

- (a) This Agreement may be executed in any number of counterparts, and either party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The parties agree that the delivery of this Agreement may be effected by means of an exchange of facsimile or electronically transferred signatures.
- (b) This Agreement shall be interpreted under the laws of the State of Texas. The Parties agree to the exclusive jurisdiction of the state and federal courts in Dallas County, Texas for any dispute arising out of the Agreement, including, but not limited to the United States Bankruptcy Court for the Northern District of Texas.
- (c) The Agreement contains the entire agreement and understanding of the Parties pertaining to the subject matter herein. This Agreement may be modified only by a written document, signed by the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be

Loyalty Bound LLC

Taya Kyle

By: Managing Member

Its:

Date: Nov 1, 2015

RECORDED: 05/06/2016

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